

EXHIBIT K

COLLATERAL ASSIGNMENT OF RIGHTS UNDER LEASE AGREEMENT

This Collateral Assignment of Rights Under Lease Agreement (this "**Agreement**") is dated as of January 4, 2022, among Northpoint Commercial Finance LLC, a Delaware limited liability company ("**Lender**"), TOPPOS LLC, a Delaware limited liability company ("**Borrower**"), and Grand Valley MHP LLC, an Illinois limited liability company ("**Community Owner**").

Lender and Borrower have entered into a loan and security agreement (the "**Loan Agreement**") pursuant to which Lender may finance manufactured homes owned by Borrower (the "**Financed Homes**").

Borrower and Community Owner have entered into a lease agreement pursuant to which some of the Financed Homes will be leased to Community Owner (the "**Lease Agreement**").

Borrower has granted to Lender a security interest in the Lease Agreement.

In consideration of the mutual covenants and undertakings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender, Borrower, and Community Owner agree as follows:

1. Effective from and after the occurrence and continuance of a default under the Loan Agreement, Borrower hereby irrevocably authorizes and empowers Lender, in its sole discretion to assert, either directly or on behalf of Borrower, any right, privilege or claim that Borrower may from time to time have against any party under the Lease Agreement as Lender may deem proper and to receive and collect any and all payments, proceeds, and other monies resulting therefrom and to apply the same to any obligations owed by Borrower to Lender. Effective from and after the occurrence and continuance of a default under the Loan Agreement, Borrower hereby irrevocably makes, constitutes and appoints Lender (and all officers, employees or agents designated by Lender) as its true and lawful attorney-in-fact for the purposes of enabling Lender or its designee to assert and collect such claims and to apply such monies in the manner set forth hereinabove, such power, being coupled with an interest, is irrevocable. Community Owner agrees to permit this collateral assignment by Borrower of its rights and remedies under the Lease Agreement, and the Community Owner agrees that upon the written request of Lender from and after the occurrence and continuance of a default under the Loan Agreement, it will pay directly to Lender any and all sums owed to Borrower under the Lease Agreement without offset, set-off, or counterclaim.
2. Borrower agrees to keep Lender informed of all circumstances bearing upon its rights and remedies under the Lease Agreement, and Borrower and Community Owner shall not waive, amend, alter or modify any of Borrower's rights or remedies under the Lease Agreement in any respect without the prior written consent of Lender.
3. Notwithstanding the foregoing, Borrower and Community Owner expressly acknowledge and agree that Borrower shall remain solely liable under the Lease Agreement to observe and perform all of the conditions and obligations therein contained to be observed and performed by it, and that neither this instrument, nor any action taken pursuant hereto, shall cause Lender to be under any obligation or liability in any respect whatsoever to any party to the Lease Agreement for the observance or performance of any of the representations, warranties, conditions, covenants, agreements or terms therein contained.
4. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without reference to applicable conflict of laws principles. Borrower, Community Owner, and Lender irrevocably consent and submit to the non-exclusive jurisdiction of the state courts of Fulton County, Georgia in connection with the resolution of any disputes relating to this Agreement. Borrower and Community Owner irrevocably waives any objection based on venue or forum non

conveniens with respect to any action instituted therein arising under this Agreement, or in any way connected with or related or incidental to the dealings of the parties in respect of this Agreement or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agrees that any dispute with respect to any such matters shall be heard only in the courts described above (except that Lender shall have the right to bring any action or proceeding against Borrower or Community Owner or its property in the courts of any other jurisdiction which Lender deems necessary or appropriate in order to realize on the Financed Homes or otherwise enforce its rights against Borrower or Community Owner or its property.


5. If any of the provisions of this Agreement shall contravene or be held invalid under the laws of any jurisdiction, this Agreement shall be construed as if not containing such provisions and the rights, remedies, warranties, representations, covenants, and provisions hereof shall be construed and enforced accordingly in such jurisdiction and shall not in any manner affect such provision in any other jurisdiction, or any other provisions of this Agreement in any jurisdiction.

6. This Agreement may be executed in one or more counterparts, each which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be completed, signed and delivered by electronic means (including, without limitation, through the DocuSign, Inc. electronic signing system or by e-mail transmission of an Adobe file format document (also known as a "PDF file")) and in one or more counterparts, each of which shall be (i) an original as if signed manually by hand and (ii) a valid and binding agreement and fully admissible in any court of law or otherwise and under any and all state and federal rules of evidence.


7. This Agreement constitutes the complete and exclusive statement of the Agreement among the parties. This Agreement supersedes all prior negotiations, understandings and agreements of the parties, written or oral.

Borrower, Lender, and Community Owner have duly executed this Agreement as of the day and year first above written.

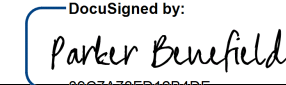
Grand Valley MHP LLC

DocuSigned by:
By: 
Print Name: Neil Carmichael Bender, II
Title: Manager

TOPPOS LLC

DocuSigned by:
By: 
Print Name: Neil Carmichael Bender, II
Title: Manager

NORTHPOINT COMMERCIAL FINANCE LLC

DocuSigned by:
By: 
Print Name: Parker Benefield
Title: Sr. Underwriter